



# City of Philadelphia

City Council  
Chief Clerk's Office  
402 City Hall  
Philadelphia, PA 19107

**BILL NO. 020377**

---

**Introduced May 30, 2002**

---

**Councilmember Kenney**

---

**Referred to the  
Committee on Public Property and Public Works**

---

## **AN ORDINANCE**

Consenting to the transfer of control of the Areas I, III and IV cable television franchises from Comcast Corporation to AT&T Comcast Corporation; the transfer of the Area I cable television franchise by merger of Comcast Cablevision of Philadelphia Area I, Inc. with and into Comcast Cablevision of Philadelphia, Inc., a direct subsidiary of Comcast Cable Communications, Inc.; and the reorganization or conversion of the legal form of Comcast Cablevision of Philadelphia, Inc. to a limited liability company; all under certain terms and conditions.

WHEREAS, Pursuant to Bill No. 53-A (approved March 29, 1984) and Bill No. 339 (approved November 14, 1984), Greater Philadelphia Cablevision, Inc. ("Greater Philadelphia") was awarded a franchise for the operation of a cable communications system in Area I of the City of Philadelphia (the "City"), which franchise was renewed for a fifteen year term commencing on October 8, 2000 pursuant to Bill No. 980847 (approved January 5, 1999). A franchise renewal agreement for Area I (the "Area I Franchise Agreement") was executed on June 15, 1999 by the City as franchisor and Greater Philadelphia as franchisee; and

WHEREAS, The Area I cable television franchise was transferred from Greater Philadelphia to Comcast GPCI, Inc. ("Comcast GPCI") with consent of the City pursuant to Bill No. 990357 (approved July 1, 1999), and Comcast GPCI on June 30, 1999 entered into an Assumption Agreement with the City agreeing to assume and be bound by all of the provisions, terms and conditions of the Area I Franchise Agreement; Comcast Corporation, the indirect parent of Comcast GPCI, executed on June 30, 1999 an Affirmation of Guaranty guaranteeing to the City the performance by Comcast GPCI of all obligations of Comcast GPCI pursuant to the Area I Franchise Agreement and state and local laws, ordinances, and regulations; and immediately following the close of the transaction, Comcast GPCI changed its corporate name to Comcast Cablevision of Philadelphia Area I, Inc. ("Comcast Area I"); and

# City of Philadelphia

*BILL NO. 020377 continued*

WHEREAS, Pursuant to Bill No. 53-A (approved March 29, 1984) and Bill No. 341 (approved November 14, 1984), Rollins Cablevision of Philadelphia ("Rollins") was awarded a franchise for the operation of a cable communications system in Area III of the City, which franchise was transferred from Rollins to Comcast Cablevision of Philadelphia, Inc. ("Comcast Philadelphia") with consent of the City pursuant to Bill No. 1399 (approved October 30, 1987). The franchise was renewed for a fifteen year term commencing on September 28, 2000 pursuant to Bill No. 960882 (approved June 25, 1998), and a franchise renewal agreement for Area III (the "Area III Franchise Agreement") was executed on July 13, 1998 by the City as franchisor and Comcast Philadelphia as franchisee; and

WHEREAS, Pursuant to Bill No. 53-A (approved March 29, 1984) and Bill No. 342 (approved November 14, 1984), Comcast Philadelphia was awarded a franchise for the operation of a cable communications system in Area IV of the City, which franchise was renewed for a fifteen year term commencing on September 12, 2000 pursuant to Bill No. 960882 (approved June 25, 1998). A franchise renewal agreement for Area IV (the "Area IV Franchise Agreement") was executed on July 13, 1998 by the City as franchisor and Comcast Philadelphia as franchisee; and

WHEREAS, Comcast Area I and Comcast Philadelphia ("Franchisees"), pursuant to the Area I Franchise Agreement, the Area III Franchise Agreement, and the Area IV Franchise Agreement (the "Franchise Agreements"), own, operate and maintain cable television systems (the "Systems") in the City; and the Franchisees are the duly authorized holders of the respective Areas I, III and IV cable television franchises; and

WHEREAS, Comcast Area I is a wholly owned direct subsidiary of Comcast Philadelphia, which in turn is a wholly-owned subsidiary of Comcast Tri-Holdings, Inc., which in turn is a wholly-owned subsidiary of Comcast Cable Communications, Inc. ("Comcast Cable"), which in turn is a wholly owned subsidiary of Comcast Corporation ("Comcast"); and

WHEREAS, Comcast has informed the City that it intends to merge with AT&T Broadband Corp. to create a new company to be known as AT&T Comcast Corporation (the "Merger"); and

WHEREAS, Comcast Area I and Comcast Philadelphia have requested that the City consent to the change of control of the Areas I, III and IV cable television franchises that would result from the Merger, and in accordance with the requirements of the Franchise Agreements and federal law and regulation, has filed Federal Communications Commission Form 394 ("Application") with the City; and

# City of Philadelphia

*BILL NO. 020377 continued*

WHEREAS, Comcast Area I has requested that the City consent to the transfer of the Area I cable television franchise from Comcast Area I to Comcast Philadelphia (the “Internal Reorganization”); and

WHEREAS, It is intended that Comcast Philadelphia will, effective upon the Internal Reorganization, become the franchisee in Area I, and will be ultimately controlled by AT&T Comcast Corporation; and

WHEREAS, Comcast commits that Comcast Philadelphia will assume all of the obligations of Comcast Area I pursuant to the terms of the Area I Franchise Agreement; and

WHEREAS, Comcast Philadelphia may elect as permitted by law to convert or reorganize its legal form to a limited liability company (“LLC Conversion”); and

WHEREAS, Following the Merger, any LLC Conversion, and/or the Internal Reorganization, the resulting entity controlled by AT&T Comcast Corporation will continue to own and direct the management of the Systems and continue to be responsible for the performance of the obligations of the Franchise Agreements; and

WHEREAS, Article II, Section 10 of the Franchise Agreements requires that Comcast Area I and Comcast Philadelphia obtain the consent of the City by ordinance prior to the transfer of the franchise or any interest therein, and further provides that any change, transfer or acquisition of control of the franchisee shall make the franchise subject to cancellation unless and until the City shall have consented thereto; and

WHEREAS, The Merger, the LLC Conversion and the Internal Reorganization are events requiring the consent of the City by ordinance pursuant to Article II, Section 10 of the Franchise Agreements; and

WHEREAS, Article II, Section 10 of the Franchise Agreements also requires Comcast Area I and Comcast Philadelphia to demonstrate the character and financial qualifications of the proposed transferee of control (AT&T Comcast Corporation), and documents so demonstrating have been submitted; and

WHEREAS, The Council of the City of Philadelphia is willing to consent to the Merger, LLC Conversion and Internal Reorganization described above, with certain conditions, now, therefore,

*THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:*

# City of Philadelphia

*BILL NO. 020377 continued*

SECTION 1. City Council hereby consents, pursuant to Article II, Section 10 of the Franchise Agreements, to (i) a transfer of the Area I cable television franchise from Comcast Cablevision of Philadelphia Area I, Inc. (“Comcast Area I”) to Comcast Cablevision of Philadelphia, Inc. (“Comcast Philadelphia”), (ii) a transfer of control of the Areas I, III and IV cable television franchises from Comcast Corporation (“Comcast”) to AT&T Comcast Corporation (“AT&T Comcast”) pursuant to an Agreement and Plan of Merger dated as of December 21, 2001 by and among AT&T Corp., AT&T Broadband Corp., Comcast Corporation, AT&T Broadband Acquisition Corp., Comcast Acquisition Corp. and AT&T Comcast Corporation (the “Merger Agreement”), and (iii) an LLC Conversion by Comcast Philadelphia, provided in each case that:

(a) Comcast Philadelphia executes an agreement substantially in the form attached hereto as Exhibit “A,” with such additions, deletions and changes as the City Solicitor deems appropriate to accomplish: (i) Comcast Philadelphia’s assumption of, and agreement to be bound by, all of the provisions, terms and conditions of the Area I Franchise Agreement, and all applicable federal, state and local laws and regulations, and (ii) Comcast Philadelphia’s assumption of primarily liability under the Area I Franchise Agreement, and under such laws and regulations;

(b) AT&T Comcast Corporation executes an affirmation of guaranty substantially in the form attached hereto as Exhibit “B,” with such changes as the City Solicitor deems necessary or appropriate to protect the interests of the City;

(c) Comcast Corporation and AT&T Broadband Corp. receive all approvals required by agencies of the United States of America and the Commonwealth of Pennsylvania in order to complete the transactions contemplated by the Merger Agreement; and

(d) the transactions contemplated by the Merger Agreement are completed according to the terms thereof.

SECTION 2. The Chief Clerk of City Council shall keep all Exhibits to this ordinance on file and make them available to the public for inspection and copying during regular office hours.

SECTION 3. Capitalized terms used herein shall have the definitions provided for such terms in the introductory “Whereas” clauses to this Ordinance.

## FORM OF ASSUMPTION AGREEMENT

## FRANCHISE AREA I

THIS ASSUMPTION AGREEMENT, (hereafter "Assumption Agreement"), is made and entered into this \_\_\_ day of \_\_\_\_, 2002, by and between the City of Philadelphia (the "City" or "Franchising Authority"), acting through its Department of Public Property, and Comcast Cablevision of Philadelphia, Inc., a Pennsylvania corporation ("Comcast Philadelphia" or the "Transferee"), a wholly owned subsidiary of Comcast Corporation, a Pennsylvania corporation ("Comcast").

WHEREAS, the City and Greater Philadelphia Cablevision, Inc. ("Greater Philadelphia") entered into a Franchise Agreement for the City's Area I cable television franchise dated October 8, 1985 (hereafter, "Initial Franchise Agreement") pursuant to Bill No. 53-A approved March 29, 1984 and Bill No. 339 approved November 14, 1984, and a Franchise Renewal Agreement, (hereafter "Renewal Agreement") dated June 15, 1999, pursuant to Bill No. 980847 (approved January 5, 1999) whereby the City renewed the franchise for Area I (the "Area I Franchise"); and

WHEREAS, the Area I Franchise was transferred from Greater Philadelphia to Comcast GPCI, Inc. ("Comcast GPCI"), a wholly owned subsidiary of Comcast Philadelphia, with the consent of the City pursuant to Bill No. 099357 (approved July 1, 1999), and immediately following the close of the transaction, Comcast GPCI changed its corporate name to Comcast Cablevision of Philadelphia Area I, Inc. ("Comcast Area I"); and

WHEREAS, Comcast Area I is a wholly owned direct subsidiary of Comcast Philadelphia, which in turn is a wholly owned subsidiary of Comcast Tri-Holdings, Inc., which in turn is a wholly owned subsidiary of Comcast Cable Communications, Inc., which in turn is a wholly owned subsidiary of Comcast Corporation ("Comcast"); and

WHEREAS, Comcast has advised the City that it intends to merge with AT&T Broadband Corp. to create a new company to be known as AT&T Comcast Corporation (the "Merger"), as provided in the Agreement and Plan of Merger dated as of December 21, 2001 by and among AT&T Corp., AT&T Broadband Corp., Comcast Corporation, AT&T Broadband Acquisition Corp., Comcast Acquisition Corp. and AT&T Comcast Corporation (the "Merger Agreement"), which was submitted to the City as part of the Application, and that as a result of the Merger, Comcast and AT&T Broadband Corp. will each be a wholly owned subsidiary of AT&T Comcast Corporation; and

WHEREAS, Comcast Area I and Comcast Philadelphia have requested that the City consent to the transfer of the Area I Franchise from Comcast Area I to Comcast Philadelphia, and also to the change of control of the Area I Franchise that would result from the Merger; and have filed Federal Communications Commission Form 394 (the "Application") with the City formally seeking such consent; and

WHEREAS, the City's consent, by ordinance of City Council, is required for any transfer or change of ownership and/or control of the Area I Franchise under Article II, Section 10 of the Renewal Agreement; and

WHEREAS, the City adopted an Ordinance, Bill No. \_\_\_\_\_ (approved \_\_\_\_\_, 2002) providing, inter alia, the consent of the City Council to transfer of the Area I Franchise from Comcast Area I to Comcast Philadelphia, and to the change of control of the franchise that would result from the Merger, such consent being conditioned in part upon the execution of an Assumption Agreement by Comcast Philadelphia (in substantially the form of this Assumption Agreement) and an Affirmation of Guaranty (in substantially the form attached to such Ordinance) by AT&T Comcast Corporation; and

WHEREAS, AT&T Comcast Corporation will provide to the City an Affirmation of Guaranty of even date herewith pursuant to which AT&T Comcast Corporation agrees to guarantee to the City the performance by Comcast Philadelphia of obligations assumed pursuant to the Merger, the Renewal Agreement and this Assumption Agreement.

NOW, THEREFORE, IT IS AGREED that in consideration of the foregoing recitals and the promises, covenants and conditions contained herein and in the Affirmation of Guaranty, the parties, intending to be legally bound hereby, agree as follows:

1. The City hereby consents to the transfer of the Area I Franchise from Comcast Area I to Comcast Philadelphia, and to the change of control of the Area I Franchise that will result from the Merger, all conditioned upon the terms and conditions of the Affirmation of Guaranty and Section 2 below.

2. a. Comcast Philadelphia hereby agrees to assume and be bound by all of the provisions, terms and conditions of the Renewal Agreement and those certain agreements, understandings, modifications and amendments related thereto (collectively, the "Franchise Agreement"); the provisions, terms and conditions of the Merger Agreement required to be performed and/or observed by Comcast Philadelphia and those required to be performed and/or observed by Comcast and its subsidiaries in Section 7.01 of the Merger Agreement entitled "Covenants of Comcast"; and the representations and commitments of Comcast Philadelphia and/or Comcast in the Application.

b. Comcast Philadelphia hereby agrees that from and after the Effective Time as defined in Section 3.01(b) of the Merger Agreement (the "Effective Time"), Comcast Philadelphia will be primarily liable and obligated under the Franchise Agreement.

c. The City's consent provided in Section 1 is subject to the condition AT&T Comcast Corporation executes an Affirmation of Guaranty in substantially the form attached to Bill No. \_\_\_\_\_; and to the further condition that the Merger be completed in accordance with the Merger Agreement and otherwise as provided in the Application; and to the further condition that Comcast Corporation and AT&T Broadband Corp. receive all approvals required by

agencies of the United States of America and the Commonwealth of Pennsylvania in order to complete the transactions contemplated by the Merger Agreement.

3. The City confirms that the Franchise Agreement is in full force and effect.

4. The consent granted herein shall become effective as of the Effective Time. Comcast Philadelphia shall provide the City with written notice of the Effective Time within three business days thereafter.

5. This Assumption Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Assumption Agreement shall become effective upon, but only upon, its execution by both parties and execution of the Affirmation of Guaranty by AT&T Comcast Corporation.

6. This Assumption Agreement shall be governed by and construed in strict accordance with the laws of the Commonwealth of Pennsylvania and the applicable laws of the United States of America.

7. This Assumption Agreement may be amended only by an instrument in writing executed by both parties hereto.

IN WITNESS WHEREOF, the City and Comcast Philadelphia have caused this Assumption Agreement to be duly executed by its authorized officers as of the day and year first above written.

THE CITY OF PHILADELPHIA

Approved as to Form  
Nelson A. Diaz,  
City Solicitor

\_\_\_\_\_  
Andres Perez, Jr.  
Commissioner,  
Department of Public Property

Per: \_\_\_\_\_  
Senior Attorney

COMCAST CABLEVISION OF  
PHILADELPHIA, INC.

Seal

By: \_\_\_\_\_  
President or Vice President  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FORM OF AFFIRMATION OF GUARANTY**

**FRANCHISE AREAS I, III AND IV**

**THIS AFFIRMATION OF GUARANTY**, (hereafter "Affirmation of Guaranty"), is made this \_\_\_ day of \_\_\_\_, 2002, by AT&T Comcast Corporation, a Pennsylvania corporation ("AT&T Comcast"), for the benefit of the City of Philadelphia, a political subdivision of the Commonwealth of Pennsylvania (the "City").

**WHEREAS**, the City as Franchising Authority, acting through its Department of Public Property (hereafter "the City", "Franchisor", or "Franchising Authority") and Greater Philadelphia Cablevision, Inc. (hereafter "Greater Philadelphia") entered into a Franchise Agreement for the City's Area I cable television franchise dated October 8, 1985 (the "Initial Franchise Agreement") pursuant to Bill No. 53-A approved March 29, 1984 and Bill No. 339 approved November 14, 1984, and a Franchise Renewal Agreement, ( the "Area I Renewal Agreement") dated June 15, 1999, pursuant to Bill No. 980847 (approved January 5, 1999) whereby the City renewed the Franchise for Area I (the "Area I Franchise");

**WHEREAS**, the Area I Franchise was transferred from Greater Philadelphia to Comcast GPCI, Inc. ("Comcast GPCI"), a wholly owned subsidiary of Comcast Cablevision of Philadelphia, Inc., ("Comcast Philadelphia"), with the consent of the City pursuant to Bill No. 099357 (approved July 1, 1999); and immediately following the close of the transaction, Comcast GPCI changed its corporate name to Comcast Cablevision of Philadelphia Area I, Inc. ("Comcast Area I"); and

**WHEREAS**, Comcast Area I is a wholly owned direct subsidiary of Comcast Cablevision of Philadelphia, Inc. ("Comcast Philadelphia"), which in turn is a wholly owned subsidiary of Comcast Tri-Holdings, Inc., which in turn is a wholly owned subsidiary of Comcast Cable Communications, Inc., which in turn is a wholly owned subsidiary of Comcast Corporation ("Comcast"); and

**WHEREAS**, Pursuant to Bill No. 53-A (approved March 29, 1984) and Bill No. 341 (approved November 14, 1984), Rollins Cablevision of Philadelphia ("Rollins") was awarded a franchise for the operation of a cable communications system in Area III of the City, which franchise was transferred from Rollins to Comcast Philadelphia with consent of the City pursuant to Bill No. 1399 (approved October 30, 1987). The franchise was renewed for a fifteen year term commencing on September 28, 2000 pursuant to Bill No. 960882 (approved June 25, 1998), and a franchise renewal agreement for Area III (the "Area III Renewal Agreement") was executed on July 13, 1998 by the City as franchisor and Comcast Philadelphia as franchisee; and

**WHEREAS**, Pursuant to Bill No. 53-A (approved March 29, 1984) and Bill No. 342 (approved November 14, 1984), Comcast Philadelphia was awarded a franchise for the operation of a cable communications system in Area IV of the City, which franchise was renewed for a fifteen year term commencing on September 12, 2000 pursuant to Bill No. 960882 (approved



June 25, 1998). A franchise renewal agreement for Area IV (the "Area IV Renewal Agreement") was executed on July 13, 1998 by the City as franchisor and Comcast Philadelphia as franchisee; and

**WHEREAS**, Comcast Area I and Comcast Philadelphia ("Franchisees"), pursuant to the Area I Renewal Agreement, the Area III Renewal Agreement, and the Area IV Renewal Agreement (the "Comcast Renewal Agreements"), own, operate and maintain cable television systems (the "Systems") in the City; and the Franchisees are the duly authorized holders of the respective Areas I, III and IV cable television franchises: and

**WHEREAS**, Comcast has advised the City that it intends to merge with AT&T Broadband Corp. to create a new company to be known as AT&T Comcast Corporation (the "Merger"), as provided in the Agreement and Plan of Merger dated as of December 21, 2001 by and among AT&T Corp., AT&T Broadband Corp., Comcast Corporation, AT&T Broadband Acquisition Corp., Comcast Acquisition Corp. and AT&T Comcast Corporation (the "Merger Agreement"), which was submitted to the City as part of the Application (the "Merger Agreement"), and that as a result of the Merger, Comcast and AT&T Broadband Corp. will each be a wholly owned subsidiary of AT&T Comcast; and

**WHEREAS**, Comcast Area I and Comcast Philadelphia, have requested that, the City consent to the transfer of the Area I Franchise from Comcast Area I to Comcast Philadelphia and also to the change of control of the Areas I, III and IV Franchises that would result from the Merger; and have filed Federal Communications Commission Form 394 (the "Application") with the City formally seeking such consent; and

**WHEREAS**, the City's consent, by ordinance of City Council, is required for any transfer or change of ownership and/or control of the Areas I, III or IV Franchise under Article II, Section 10 of the Comcast Renewal Agreements; and

**WHEREAS**, the City adopted on \_\_\_\_\_, 2002 an Ordinance (Bill No. \_\_\_\_\_) providing, *inter alia*, the consent of the City Council to transfer of the Area I Franchise from Comcast Area I to Comcast Philadelphia, and to the change of control of the Areas I, III and IV franchises that would result from the Merger, such consent being conditioned upon the execution of an Assumption Agreement by Comcast Philadelphia (in substantially the form attached to such ordinance), and an Affirmation of Guaranty (in substantially the form hereof) by AT&T Comcast Corporation; and

**WHEREAS**, the City and Comcast Philadelphia are entering into an Assumption Agreement of even date herewith pursuant to which the City consents to the transfer of the Area I franchise from Comcast Area I to Comcast Philadelphia and to the change of control of the Area I Franchise that will result from the Merger, and Comcast Philadelphia agrees to assume and be bound by all of the provisions, terms and conditions of the Initial Franchise Agreement and the Renewal Agreement, and which City consent is conditioned upon AT&T Comcast's execution of this Affirmation of Guaranty.

**NOW, THEREFORE**, as a condition to and in consideration of the City's consent to the transfer of the Area I franchise from Comcast Area I to Comcast Philadelphia and to the change of control of the Areas I, III and IV Franchises that will result from the Merger, and in consideration of the foregoing recitals (which are incorporated in and made a part of this Affirmation of Guaranty), AT&T Comcast Corporation, intending to be bound hereby, does hereby covenant and agree as follows:

1. AT&T Comcast irrevocably and unconditionally guarantees to the City and its successors and assigns prompt and satisfactory performance by Comcast Philadelphia of the Comcast Renewal Agreements and those certain agreements, understandings, modifications and amendments related thereto, including but not limited to the prompt and satisfactory payment of all amounts due to the City thereunder, and the performance of Comcast Philadelphia of the obligations assumed pursuant to the Merger Agreement and pursuant to the Assumption Agreement between the City and Comcast Philadelphia, and compliance of Comcast Philadelphia with all applicable federal, state and local laws, ordinances and regulations.

2. This Affirmation of Guaranty shall be effective upon the opening of business on the date when the merger of Comcast and AT&T Broadband Corp., or any subsidiary of Comcast or AT&T Broadband Corp., is closed, and shall run throughout the term of each of the Comcast Renewal Agreements and any renewals or extensions thereof, except that this Affirmation of Guaranty shall terminate, with respect to the obligations of Comcast Philadelphia in connection with any one of the Areas I, III or IV franchises, at such earlier time that AT&T Comcast lawfully transfers ownership or control of such franchise in accordance with the respective Comcast Renewal Agreement and applicable federal, state and local law, including receipt of consent from the City by ordinance of City Council for such transfer.

3. In the event that Comcast Philadelphia should breach or fail to timely perform any of the obligations required by this Affirmation of Guaranty, AT&T Comcast shall pay the City all costs and expenses (including court costs and attorneys' fees) incurred by the City in the successful enforcement hereof.

4. AT&T Comcast represents and warrants that the execution, delivery and performance by AT&T Comcast of the Affirmation of Guaranty and the consummation of the Merger and other transactions set forth herein do not, and will not, contravene or conflict with any law, statute or regulation whatsoever to which AT&T Comcast is subject or constitute a default (or an event which with notice or lapse of time or both would constitute a default) under, or result in the breach of, any indenture, mortgage, deed of trust, charge, lien, or any contract, agreement or other instrument to which AT&T Comcast is a party or which may be applicable to AT&T Comcast. This Affirmation of Guaranty is a legal and binding obligation of AT&T Comcast and is enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.

5. AT&T Comcast agrees that no failure to exercise, and no delay in exercising, on the part of the City, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of the City hereunder shall be in addition to all other rights provided by law.

No modification or waiver of any provision of this Affirmation of Guaranty, nor consent to departure therefrom, shall be effective unless in writing and no such consent or waiver shall extend beyond the particular case and purpose involved. No notice or demand given in any case shall constitute a waiver of the right to take other action in the same, similar or other instances without such notice or demand.

6. This Affirmation of Guaranty shall be governed by and construed in strict accordance with the laws of the Commonwealth of Pennsylvania and the applicable laws of the United States of America.

7. This Affirmation of Guaranty may be amended only by an instrument in writing executed by the party or an authorized representative of the party against whom such amendment is sought to be enforced.

**IN WITNESS WHEREOF**, Comcast has caused the Affirmation of Guaranty to be duly executed by its authorized officers as of the day and year first above written.

AT&T COMCAST CORPORATION

Seal

By: \_\_\_\_\_  
President or Vice President  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title: